

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Costalas Family Limited Partnership

DEFENDANTS

Amco Insurance Company

(b) County of Residence of First Listed Plaintiff Delaware

(EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant Polk County, IA

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

William T. Salzer, Esquire, 1650 Market Street, 38th Floor, Philadelphia, PA 19103 Phone: 215-299-4346

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question (U.S. Government Not a Party)
- ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|---------------------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input checked="" type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT		TORTS		FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input checked="" type="checkbox"/> 110 Insurance	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 365 Personal Injury - Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 375 False Claims Act	
<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 367 Health Care/ Pharmaceutical Personal Injury Product Liability	<input type="checkbox"/> 690 Other	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 376 Qui Tam (31 USC 3729(a))	
<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability			<input type="checkbox"/> 400 State Reapportionment	
<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 330 Federal Employers' Liability	<input type="checkbox"/> 370 Other Fraud			<input type="checkbox"/> 410 Antitrust	
<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 340 Marine	<input type="checkbox"/> 371 Truth in Lending			<input type="checkbox"/> 430 Banks and Banking	
<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 380 Other Personal Property Damage			<input type="checkbox"/> 450 Commerce	
<input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans)	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 385 Property Damage Product Liability			<input type="checkbox"/> 460 Deportation	
<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 355 Motor Vehicle Product Liability				<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations	
<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 360 Other Personal Injury				<input type="checkbox"/> 480 Consumer Credit	
<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 362 Personal Injury - Medical Malpractice				<input type="checkbox"/> 485 Telephone Consumer Protection Act	
<input type="checkbox"/> 195 Contract Product Liability					<input type="checkbox"/> 490 Cable/Sat TV	
<input type="checkbox"/> 196 Franchise					<input type="checkbox"/> 850 Securities/Commodities/Exchange	
					<input type="checkbox"/> 890 Other Statutory Actions	
					<input type="checkbox"/> 891 Agricultural Acts	
					<input type="checkbox"/> 893 Environmental Matters	
					<input type="checkbox"/> 895 Freedom of Information Act	
					<input type="checkbox"/> 896 Arbitration	
					<input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision	
					<input type="checkbox"/> 950 Constitutionality of State Statutes	

V. ORIGIN (Place an "X" in One Box Only)

- ☐ 1 Original Proceeding
- ☒ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (specify)
- ☐ 6 Multidistrict Litigation - Transfer
- ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

28 USC 1332
Insurance Contract Dispute

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE 2/19/20 SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

DESIGNATION FORM

(to be used by counsel or pro se plaintiff to indicate the category of the case for the purpose of assignment to the appropriate calendar)

Address of Plaintiff: 3207 West Chester Pike, Newtown Square, PA 19073
Address of Defendant: 1100 Locust Street, Des Moines, IA 50391
Place of Accident, Incident or Transaction: 2628 West Chester Pike, Newtown Square, PA 19073

RELATED CASE, IF ANY:

Case Number: _____ Judge: _____ Date Terminated: _____

Civil cases are deemed related when **Yes** is answered to any of the following questions:

- | | | |
|--|------------------------------|-----------------------------|
| 1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action of this court? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

I certify that, to my knowledge, the within case ☐ is / ☒ is not related to any case now pending or within one year previously terminated action in this court except as noted above.

DATE: 2/19/20 [Signature] 42657
Attorney-at-Law / Pro Se Plaintiff Attorney I.D. # (if applicable)

CIVIL: (Place a \checkmark in one category only)

A. Federal Question Cases:

- ☐ 1. Indemnity Contract, Marine Contract, and All Other Contracts
- ☐ 2. FELA
- ☐ 3. Jones Act-Personal Injury
- ☐ 4. Antitrust
- ☐ 5. Patent
- ☐ 6. Labor-Management Relations
- ☐ 7. Civil Rights
- ☐ 8. Habeas Corpus
- ☐ 9. Securities Act(s) Cases
- ☐ 10. Social Security Review Cases
- ☐ 11. All other Federal Question Cases
(Please specify): _____

B. Diversity Jurisdiction Cases:

- ☒ 1. Insurance Contract and Other Contracts
- ☐ 2. Airplane Personal Injury
- ☐ 3. Assault, Defamation
- ☐ 4. Marine Personal Injury
- ☐ 5. Motor Vehicle Personal Injury
- ☐ 6. Other Personal Injury (Please specify): _____
- ☐ 7. Products Liability
- ☐ 8. Products Liability - Asbestos
- ☐ 9. All other Diversity Cases
(Please specify): _____

ARBITRATION CERTIFICATION

(The effect of this certification is to remove the case from eligibility for arbitration.)

I, William T. Salzer, counsel of record or pro se plaintiff, do hereby certify:

- ☒ Pursuant to Local Civil Rule 53.2, § 3(c) (2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs:
- ☐ Relief other than monetary damages is sought.

DATE: 2/19/20 [Signature] 42657
Attorney-at-Law / Pro Se Plaintiff Attorney I.D. # (if applicable)

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

CASE MANAGEMENT TRACK DESIGNATION FORM

Costalas Family Limited Partnership

V.

AMCO Insurance Comapny

CIVIL ACTION

NO.

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a Case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a Case Management Track Designation Form specifying the track to which that defendant believes the case should be assigned.

SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:

- (a) Habeas Corpus – Cases brought under 28 U.S.C. § 2241 through § 2255. ()
- (b) Social Security – Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits. ()
- (c) Arbitration – Cases required to be designated for arbitration under Local Civil Rule 53.2. ()
- (d) Asbestos – Cases involving claims for personal injury or property damage from exposure to asbestos. ()
- (e) Special Management – Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.) ()
- (f) Standard Management – Cases that do not fall into any one of the other tracks. (X)

Date

2/19/20
215-299-4346

William T. Salzer

Attorney-at-law

215-299-4301

Attorney for Defendant,

AMCO Insurance Company

wsalzer@swartzcampbell.com

Telephone

FAX Number

E-Mail Address

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

COSTALAS FAMILY LIMITED
PARTNERSHIP,

Plaintiff

CIVIL ACTION

vs.

NO.

AMCO INSURANCE COMPANY,

Defendant.

NOTICE OF REMOVAL

**TO: The Honorable Judges of the United States District Court
for the Eastern District of Pennsylvania**

Defendant, AMCO Insurance Company, by and through its counsel, Swartz Campbell, hereby files the within Notice of Removal of the above-captioned matter from the Philadelphia County Court of Common Pleas, in which it is now pending, to the United States District Court for the Eastern District of Pennsylvania, and in support thereof, avers as follows:

1. This action was commenced by the filing of a Writ of Summons in Philadelphia County Court of Common Pleas at No. 02942, November Term 2019. A true and accurate copy of the Writ of Summons is attached hereto as Exhibit "A".

2. Plaintiff, Costalas Family Limited Partnership ("Plaintiff"), filed and served a Complaint upon Defendant, AMCO Insurance Company ("Defendant") on

February 5, 2020. A true and accurate copy of the Complaint is attached hereto as Exhibit "B".

3. Defendant filed an Answer with New Matter on February 11, 2020. A true and accurate copy of the Answer with New Matter is attached hereto as Exhibit "C".

4. Copies of all process, pleadings and orders, which have been received by Defendant, excluding the Writ of Summons (Exhibit "A"), Complaint (Exhibit "B"), and Answer with New Matter (Exhibit "C"), are attached hereto as Exhibit "D".

5. At all times relevant to this action, Plaintiff was a corporation or other business entity organized under the laws of the State of Pennsylvania, with a principal place of business located at 3207 West Chester Pike, Newtown Square, Pennsylvania, 19073. *See* Exhibit "B", ¶ 1.

6. At all times relevant to this action, Defendant, was an Iowa corporation authorized to conduct business in the Commonwealth of Pennsylvania with its principal place of business located at 1100 Locust Street, Des Moines, IA, 50391. *See* Exhibit "B", ¶ 2; Exhibit "C", ¶ 2.

7. Pursuant to 28 U.S.C. § 1441(a), "[e]xcept as otherwise expressly provided by Act of Congress, any civil action brought in a State court of which the district courts of the United States have original jurisdiction, may be removed by the defendant or the defendants, to the district court of the United States for the district and division embracing the place where such action is pending."

8. Defendant may remove this case to the United States District Court for the Eastern District of Pennsylvania because it embraces Philadelphia County Court of Common Pleas.

9. Pursuant to 28 U.S.C. § 1446(b), “[t]he notice of removal of a civil action or proceeding shall be filed within 30 days after the receipt by the defendant, through service or otherwise, of a copy of the initial pleading setting forth the claim for relief upon which such action or proceeding is based....”

10. Defendant is timely removing this matter within 30 days after the receipt of service of the Complaint.

11. Pursuant to 28 U.S.C. § 1332(a)(1), “[t]he district courts shall have original jurisdiction of all civil actions where the matter in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs, and is between citizens of different States.”

12. Pursuant to 28 U.S.C. § 1332(a)(1), “a corporation shall be deemed to be a citizen of every State and foreign state by which it has been incorporated and of the State or foreign state where it has its principal place of business...”

13. Plaintiff is deemed to be a citizen of Pennsylvania, where it has been incorporated and has its principal place of business. *See* Exhibit “B”, ¶ 1.

14. Defendant is deemed to be a citizen of Iowa, where it has been incorporated and has its principal place of business. *See* Exhibit “B”, ¶ 2; Exhibit “C”, ¶ 2.

15. In the Complaint, Plaintiff asserts a cause of action for breach of contract against Defendant, arising out of a first party property insurance dispute between the parties. *See* Exhibit “B”, ¶¶ 3-9.

16. Plaintiff specifically alleges it “has suffered loss and damage in an amount in excess of \$50,000.00.” *See* Exhibit “B”, ¶ 9.

17. “When there are disputes over factual issues, the party alleging jurisdiction [must] justify his allegations by a preponderance of the evidence.” *Minissale v. State Farm Fire & Cas. Co.*, 988 F.Supp.2d 472 (E.D.Pa. 2013) (quoting *Samuel-Bassett v. KIA Motors America, Inc.*, 357 F.3d 392, 397 (3d Cir. 2004)).

18. During the claim investigation, Plaintiff submitted a damage estimate through its public adjuster, Zenith Public Adjusters, LLC to Defendant for alleged property loss reportedly caused by a wind and rain event occurring on March 22, 2019. A true and accurate copy of the damage estimate is attached hereto as Exhibit “E”.

19. The damage estimate totaled \$181,183.27, which included an actual cash value of \$30,535.07 for the full replacement of the roof, \$43,315.12 for the full replacement of ceiling tiles and reinstallation of the fluorescent fixture, \$22,947.90 for the full replacement of the VCT flooring, and \$45,033.90 for asbestos removal. *See* Exhibit “E”.

20. It is believed, and therefore averred, that Plaintiff seeks to recover an actual cash value of \$181,183.27, based upon its damage estimate.

21. Thus, original jurisdiction exists in the United States District Court for the Eastern District of Pennsylvania pursuant to 28 U.S.C.A. § 1441(a) and 28 U.S.C. § 1332(a)(1), because the amount in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs, and is between citizens of different states.

WHEREFORE, pursuant to 28 U.S.C.A. § 1441 et seq., Defendant, AMCO Insurance Company, respectfully requests that further proceedings in the Philadelphia County Court of Common Pleas be discontinued, and this suit be removed to the United States District Court for the Eastern District of Pennsylvania.

SWARTZ CAMPBELL LLC



William T. Salzer, Esquire
Max A. Greer, Esquire
Attorneys for Defendant,
AMCO Insurance Company

Dated: February 19, 2020

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

COSTALAS FAMILY LIMITED
PARTNERSHIP,

Plaintiff

CIVIL ACTION

vs.

NO.

AMCO INSURANCE COMPANY,


Defendant.

CERTIFICATE OF SERVICE

William T. Salzer, hereby certifies that a true and correct copy of the attached Notice of Removal was served upon all interested parties, listed below, either electronically and/or by United States Mail, first class, postage prepaid on February 19, 2020.

Joseph A. Zenstein, Esquire
Zenstein, Kovalsky & Buckalew, LLC
1240 Old York Road - Suite 101
Warminster, PA 18974
Attorney for Plaintiff

SWARTZ CAMPBELL LLC



William T. Salzer, Esquire
Max A. Greer, Esquire
Attorneys for Defendant,
AMCO Insurance Company

EXHIBIT A



Notice of Service of Process

Transmittal Number: 20846088
Date Processed: 12/17/2019

Primary Contact: SOP Team nwsop@nationwide.com
Nationwide Mutual Insurance Company
Three Nationwide Plaza
Columbus, OH 43215

Electronic copy provided to: Ashley Roberts

Entity:	AMCO Insurance Company Entity ID Number 0115190
Entity Served:	AMCO Insurance Company
Title of Action:	Costalas Family Limited Partnership vs. Amco Insurance Company
Matter Name/ID:	Costalas Family Limited Partnership vs. Amco Insurance Company (9858578)
Document(s) Type:	Summons
Nature of Action:	Contract
Court/Agency:	Philadelphia County Court of Common Pleas, PA
Case/Reference No:	2019 002942
Jurisdiction Served:	Iowa
Date Served on CSC:	12/17/2019
Answer or Appearance Due:	Other/NA
Originally Served On:	AMCO Insurance Company
How Served:	Client Direct
Sender Information:	Zenstein Kovalsky Buckalew, LLC N/A

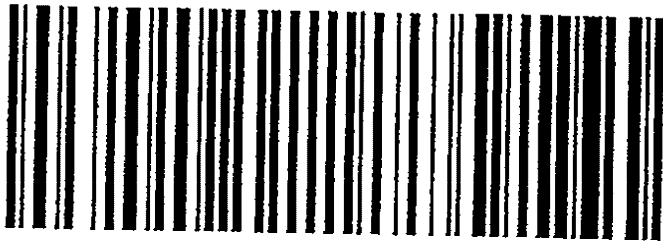
Information contained on this transmittal form is for record keeping, notification and forwarding the attached document(s). It does not constitute a legal opinion. The recipient is responsible for interpreting the documents and taking appropriate action.

To avoid potential delay, please do not send your response to CSC

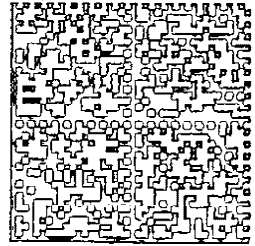
251 Little Falls Drive, Wilmington, Delaware 19808-1674 (888) 690-2882 | sop@cscglobal.com

CERTIFIED MAIL

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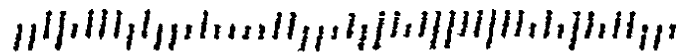
7018 1830 0002 0741 4714



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AMCO Insurance Company
1100 Locust Street
Des Moines, IA 50391

Claim





ZENSTEIN KOVALSKY BUCKALEW, LLC

ATTORNEYS AT LAW

A Pennsylvania Limited Liability Company

Phone: 833.3.STORMS
www.zensteinlaw.com

FILE NO.: 518-8

November 25, 2019

AMCO Insurance Company
1100 Locust Street
Des Moines, IA 50391

Re: Costalas Family Limited Partnership v. AMCO Insurance Company
Philadelphia County CCP November Term, 2019, No. 2942

Dear Sir/Madam:

Enclosed please find Civil Action Writ of Summons which has been filed against you in the above-referenced matter. I would advise you to forward this document to your attorney immediately. If you would like to discuss an amicable resolution of this matter, please do not hesitate to contact me.

Thank you for your attention to this matter.

Very truly yours,

JOSEPH A. ZENSTEIN, ESQUIRE

jzenstein@zensteinlaw.com

JAZ/ka

Enclosure

Certified Mail

Return Receipt # 7018 1830 0002 0741 4717

L00311253028121019

Court of Common Pleas of Philadelphia County
Trial Division**Civil Cover Sheet**

Civil Cover Sheet		For Prothonotary Use Only (Docket Number)	
		NOVEMBER 2019	002942
PLAINTIFF'S NAME COSTALAS FAMILY LIMITED PARTNERSHIP		DEFENDANT'S NAME AMCO INSURANCE COMPANY	
PLAINTIFF'S ADDRESS 3207 WEST CHESTER PIKE NEWTOWN SQUARE PA 19073		DEFENDANT'S ADDRESS 1100 LOCUST STREET DES MOINES IA 50391	
PLAINTIFF'S NAME		DEFENDANT'S NAME	
PLAINTIFF'S ADDRESS		DEFENDANT'S ADDRESS	
PLAINTIFF'S NAME		DEFENDANT'S NAME	
PLAINTIFF'S ADDRESS		DEFENDANT'S ADDRESS	
TOTAL NUMBER OF PLAINTIFFS 1	TOTAL NUMBER OF DEFENDANTS 1	COMMENCEMENT OF ACTION <input type="checkbox"/> Complaint <input type="checkbox"/> Petition Action <input type="checkbox"/> Notice of Appeal <input checked="" type="checkbox"/> Writ of Summons <input checked="" type="checkbox"/> Transfer From Other Jurisdictions	
AMOUNT IN CONTROVERSY <input type="checkbox"/> \$50,000.00 or less <input checked="" type="checkbox"/> More than \$50,000.00	COURT PROGRAMS <input type="checkbox"/> Arbitration <input type="checkbox"/> Mass Tort <input type="checkbox"/> Commerce <input type="checkbox"/> Settlement <input type="checkbox"/> Jury <input type="checkbox"/> Savings Action <input checked="" type="checkbox"/> Minor Court Appeal <input type="checkbox"/> Minors <input checked="" type="checkbox"/> Non-Jury <input type="checkbox"/> Petition <input type="checkbox"/> Statutory Appeals <input type="checkbox"/> W/D/Survival <input type="checkbox"/> Other:		
CASE TYPE AND CODE 10 - CONTRACTS OTHER			
STATUTORY BASIS FOR CAUSE OF ACTION			
RELATED PENDING CASES (LIST BY CASE CAPTION AND DOCKET NUMBER)		IS CASE SUBJECT TO COORDINATION ORDER? YES NO	
NAME OF PLAINTIFF'S/PETITIONER'S/APPELLANT'S ATTORNEY JOSEPH A. ZENSTEIN		ADDRESS ZENSTEIN KOVALSKY BUCKALEW LLC TWO LOGAN SQUARE 100 N 18TH ST SUITE 300	
PHONE NUMBER (215) 230-0800	FAX NUMBER (215) 230-0810	E-MAIL ADDRESS jzenstein@claimsworldwide.com	
SUPREME COURT IDENTIFICATION NO. 62349		DATE SUBMITTED Thursday, November 21, 2019, 04:00 pm	
SIGNATURE OF FILING ATTORNEY OR PARTY JOSEPH ZENSTEIN		DATE SUBMITTED Thursday, November 21, 2019, 04:00 pm	

FINAL COPY (Approved by the Prothonotary Clerk)

L00311253029121019

ZENSTEIN KOVALSKY BUCKALEW, LLC

By: JOSEPH A. ZENSTEIN, ESQUIRE

Identification No.: 62349

Two Logan Square

100 N. 18th Street, Suite 300

Philadelphia, PA 19103

jzenstein@zensteinlaw.com

(215) 230-0800

MAJOR CASE
NON-JURYFiled and Attested by the
Office of Judicial Records
21 Nov 2019 04:00 pm

Attorney for Plaintiff

COSTALAS FAMILY LIMITED
PARTNERSHIP
3207 West Chester Pike
Newtown Square, PA 19073

v.

AMCO INSURANCE COMPANY
1100 Locust Street
Des Moines, IA 50391

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

TERM, 2019

NO.

PRAECIPE TO ISSUE WRIT OF SUMMONS

TO THE PROTHONOTARY:

Kindly issue a Writ of Summons against Defendant in the above-captioned matter.

ZENSTEIN KOVALSKY BUCKALEW, LLC

BY:

JOSEPH A. ZENSTEIN, ESQUIRE
Attorney for Plaintiff

Date: November 21, 2019

SUMMONS
CITACION

Commonwealth of Pennsylvania
CITY AND COUNTY OF PHILADELPHIA

COSTALAS FAMILY LIMITED
PARTNERSHIP
3207 West Chester Pike
Newtown Square, PA 19073

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

NOVEMBER TERM, 2019

v.

No. _____

AMCO INSURANCE COMPANY
1100 Locust Street
Des Moines, IA 50391

TO: AMCO INSURANCE COMPANY

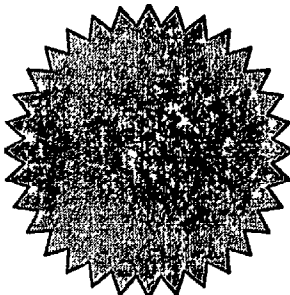
You are notified that the Plaintiff: COSTALAS FAMILY LIMITED PARTNERSHIP

Usted esta avisado que el demandante

Has (have) commenced an action against you.

Ha (han) iniciado una accion en contra suya.

ERIC FEDER
Prothonotary



By: _____

Date: _____



Case ID: 191102942

**COURT OF COMMON PLEAS
PHILADELPHIA COUNTY**

November Term, 2019, No. _____

COSTALAS FAMILY LIMITED PARTNERSHIP
3207 West Chester Pike
Newtown Square, PA 19073

v.

AMCO INSURANCE COMPANY
1100 Locust Street
Des Moines, IA 50391

SUMMONS

BY: Joseph A. Zenstein, Esquire
ZENSTEIN KOVALSKY BUCKALEW, LLC
Two Logan Square
100 N. 18th Street, Suite 300
Philadelphia, PA 19103
215-230-0800

EXHIBIT B

ZENSTEIN KOVALSKY BUCKALEW, LLC

By: JOSEPH A. ZENSTEIN, ESQUIRE

Identification No.: 62349

Two Logan Square

100 N. 18th Street, Suite 300

Philadelphia, PA 19103

izenstein@zensteinlaw.com

(215) 230-0800

MAJOR CASE

Filed and Attested by the
Office of Judicial Records
05 FEB 2020 10:22 pm
M. RUSSO



Attorney for Plaintiff

COSTALAS FAMILY LIMITED
PARTNERSHIP

3207 West Chester Pike

Newtown Square, PA 19073

v.

AMCO INSURANCE COMPANY

1100 Locust Street

Des Moines, IA 50391

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

NOVEMBER TERM, 2019

NO. 2942

CIVIL ACTION

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you. You should take this paper to your lawyer at once. If you do not have a lawyer or cannot afford one, go to or telephone the office set forth below to find out where you can get legal help.

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las páginas siguientes, usted tiene veinte (20) días de plazo al partir de la fecha de la demanda y la notificación. Hace falta asentar una comparencia escrita o en persona o a entregar a la corte en forma con un abogado y escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomará medidas y puede continuar la demandante y la demanda en contra suya sin previo aviso o notificación. Además, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.
INMEDIATAMENTE. SI NO TIENE ABOGADO O SINO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELÉFONO A LA OFICINA CUYA DIRECCIÓN SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL

**PHILADELPHIA COUNTY BAR ASSOCIATION
LAWYER REFERRAL AND INFORMATION SERVICE
One Reading Center
PHILADELPHIA, PENNSYLVANIA 19107
TELEPHONE: (215) 238-6333**

ZENSTEIN KOVALSKY BUCKALEW, LLC

By: JOSEPH A. ZENSTEIN, ESQUIRE

MAJOR CASE

Identification No.: 62349

Two Logan Square

100 N. 18th Street, Suite 300

Philadelphia, PA 19103

jzenstein@zensteinlaw.com

(215) 230-0800

Attorney for Plaintiff

COSTALAS FAMILY LIMITED
PARTNERSHIP
3207 West Chester Pike
Newtown Square, PA 19073

v.

AMCO INSURANCE COMPANY
1100 Locust Street
Des Moines, IA 50391

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

NOVEMBER TERM, 2019

NO. 2942

CIVIL ACTION
(1C. Contracts)

1. Plaintiff, Costalas Family Limited Partnership, is a corporation or other business entity with its principal place of business located at the address as set forth above.

2. Defendant, AMCO Insurance Company, is a corporation duly organized and existing which is licensed to issue policies of insurance in the Commonwealth of Pennsylvania and maintains its principal place of business at the address set forth above. Defendant regularly conducts business in the City and County of Philadelphia.

3. Defendant in its regular course of business issued to Plaintiff a policy of insurance, policy number ACPBP07184742385, covering Plaintiff's premises located at 2628 West Chester Pike, Broomall, PA 191008. Plaintiff is not in possession of the entire policy and it is alleged that said policy is in the possession of Defendant.

4. At all times material hereto, Defendant was acting either individually or through its duly authorized agents, servants, workmen or employees, who were acting within the course and scope of their employment and on the business of said employer.

5. On or about March 22, 2019, while said policy of insurance was in full force and effect, Plaintiff suffered a sudden and accidental direct physical loss to the insured premises, caused by wind, resulting in damage to the insured premises in those areas and to the extent set forth in the roof report of Tiger Custom Construction a true and correct copy of which is attached hereto and marked as Exhibit "A", and in an amount currently being determined.

6. Notice of Plaintiff's covered loss was given to Defendant in a prompt and timely manner and Plaintiff has done and otherwise performed all things required of Plaintiff under the policy of insurance issued by Defendant, including cooperating with Defendant's investigation; mitigating damages where reasonable, required and/or possible; providing Defendant with all available information and complying with all conditions precedent.

7. Defendant, despite demand for benefits under its policy of insurance has failed and refused to pay to Plaintiff those benefits due and owing under said policy of insurance.

8. Defendant has breached its contractual obligations to pay benefits to Plaintiff for a loss covered under Defendant's policy of insurance.

9. Solely as a result of Defendant's failure and refusal to pay benefits to Plaintiff as required under the aforementioned policy of insurance, Plaintiff has suffered loss and damage in an amount in excess of \$50,000.00.

WHEREFORE, Plaintiff demands judgment against Defendant in an amount in excess of \$50,000.00 together with interest and costs.

ZENSTEIN KOVALSKY BUCKALEW, LLC

BY: /s/
JOSEPH A. ZENSTEIN, ESQUIRE
Attorney for Plaintiff

Date: February 6, 2020

VERIFICATION

I verify that I have read the foregoing Complaint and that it is true and correct to the best of my knowledge, information and belief. I make this Verification subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities.

X) 

COSTALAS FAMILY LIMITED PARTNERSHIP

FILE NO. 518-8

EXHIBIT "A"

Tiger Custom Construction

110 Northwood Rd, Newtown Sq, Pa 19072

610-656-3960

PA #081115

**Costalas Family Partnership
2628 West Chester Pike
Broomall, Pa 19008**

Did roof repair on 3/29/19 at 2628 West Chester Pike.

Did notice equipment pad aprons were wind damaged & detached from roof.

Clearly both areas of this roof have been recently damaged by wind.

Temporary repairs were completed on 3/29/19

Yours Truly,

Tom Long

Tiger Custom Construction

110 Northwood Road, Newtown Square, PA 19073

Phone (610) 656-3960

PA #081115

INVOICE

March 29, 2019

Broomall Post Office
2628 West Chester Pk.
Broomall, PA 19008

Re: Flat Roof Repair

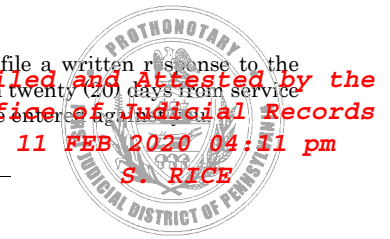
- Reset drip edge
- Repair seams on rubber roof at front right section
- Reset equipment pads detached rubber
- Roof cement detached rubber equipment pad seams
- Clear drain and seal opening
- Remove all related debris

Total..... \$1360.00

EXHIBIT C

You are hereby notified to file a written response to the enclosed New Matter within twenty (20) days from service hereof or a judgment may be entered against you.

/s/ William T. Salzer
William T. Salzer, Esquire
Max A. Greer, Esquire
Attorneys for Defendant,
AMCO Insurance Company



SWARTZ CAMPBELL LLC

BY: William T. Salzer, Esquire
Max A. Greer, Esquire
Identification No. 42657/324776

One Liberty Place - 38th Floor
1650 Market Street
Philadelphia, PA 19103
(215) 564-5190

wsalzer@swartzcampbell.com
mgreer@swartzcampbell.com

**Attorneys for Defendant,
AMCO Insurance Company**

COSTALAS FAMILY LIMITED
PARTNERSHIP,

Plaintiff

vs.

AMCO INSURANCE COMPANY,

Defendant.

COURT OF COMMON PLEAS

PHILADELPHIA COUNTY

NOVEMBER TERM, 2019

NO. 02942

JURY TRIAL DEMANDED

**DEFENDANT, AMCO INSURANCE COMPANY'S ANSWER
TO COMPLAINT WITH NEW MATTER**

Defendant, AMCO Insurance Company, by and through its undersigned counsel, Swartz Campbell, hereby answers the Complaint. Answering Defendant denies each and every averment of the Complaint unless specifically admitted. Answering Defendant respond to each numbered paragraph of the Complaint as

follows:

1. Denied. After reasonable investigation, Answering Defendant is without information or knowledge sufficient to form a belief as to the truth of the allegations herein.

2. Admitted in part; denied in part. AMCO Insurance Company (hereinafter “AMCO”) is an Iowa corporation authorized to conduct business in the Commonwealth of Pennsylvania with its principal place of business located at 1100 Locust Street, Des Moines, IA, 50391. Plaintiff’s averments to the contrary are denied.

3. Admitted in part; denied in part. It is admitted that AMCO issued a Premier Businessowners Policy to Costalas Family Limited Partnership (“Costalas”), policy number ACP BPO 7184742385, for the policy period from October 23, 2018 through October 23, 2019 (“the Policy”). It is further admitted that the property located at 2628 West Chester Pike, Broomall, Pennsylvania 19008 only was a scheduled location on this policy. Plaintiff’s averments to the contrary are denied.

4. Denied. Plaintiff’s averments are denied as conclusions of law.

5. Denied. It is denied that Plaintiff suffered a sudden and accidental direct physical loss, caused by wind, to the insured premises on March 22, 2019. It is further denied that Plaintiff sustained a loss resulting in damages to the insured premises to the extent set forth in the “roof report” of Tiger Custom Construction attached as Exhibit “A”.

6. Denied. It is denied that Plaintiff provided notice of a covered loss to

Defendant in a prompt and timely manner. It is denied that Plaintiff performed all things required under the Policy, including cooperating with Defendant's investigation. Answering defendant is without knowledge or information to admit or deny the remaining allegations including what mitigation efforts were performed; consequently, the same is denied. The remaining averments state a conclusion of law.

7. Admitted in part; denied in part. It is denied that Defendant failed and refused to pay to Plaintiff benefits due and owing under the Policy. It is admitted that Defendant has declined payment requested by the Plaintiff on the basis that the damages are not covered by the Policy. To the extent that said averment implies that Defendant is obligated to make further payment, said averment is denied as a conclusion of law.

8. Denied. It is denied that Defendant breached its contractual obligations to pay benefits to Plaintiff for a loss covered under the Policy. Plaintiff's averment is also denied as a conclusion of law.

9. Admitted in part; denied in part. It is denied that Plaintiff has suffered a loss and damage in an amount in excess of \$50,000.00, solely as a result of Defendant's failure and refusal to pay benefits to Plaintiff as required under the Policy. It is admitted that Defendant has declined payment requested by the Plaintiff on the basis that the damages are not covered by the Policy. To the extent that said averment implies that Defendant is obligated to make payment, said averment is denied as a conclusion of law.

WHEREFORE, Defendant, AMCO Insurance Company respectfully requests

that the Court enter judgment in its favor and against Plaintiff and that it be awarded costs incurred in the defense of this action.

NEW MATTER

1. This action may be barred under the applicable statute of limitations.
2. This action may be barred, in whole or in part, by the Plaintiff's failure to mitigate damages.
3. There was no direct physical loss of or damage to Covered Property from a Covered Cause of Loss.
4. Plaintiff's loss is subjected to the Policy's Limitations of Insurance and Deductible.
5. Plaintiff's claim is barred, in whole or in part, by the terms, conditions, exclusions, and limitations of the Policy.
6. Plaintiff's claim is encompassed by Section A.4 Limitations, which states as follows:

4. LIMITATIONS

- a. We will not pay for loss of or damage to:

...

- (6) The interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet, ice, sand or dust, whether driven by wind or not, unless:
 - a. The building or structure first sustains damage by a Covered Cause of Loss to its roof or walls through which the rain, snow, sleet, ice, sand or dust enters; or
 - b. The loss or damage is caused by or results from thawing of snow, sleet or ice on the building or structure.

...

7. Plaintiff's claim is encompassed by Section B. Exclusions, which states as follows:

B. EXCLUSIONS

...

1. We will not pay for loss or damage caused by or resulting from any of the following:

...

k. Neglect

Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss.

...

l. Other Types of Loss

- (1) Wear and tear;
- (2) Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;
- (3) Smog;
- (4) Settling, cracking, shrinking or expansion;

...

2. We will not pay for loss or damage caused by or resulting from any of the following B.3.a. through B.3.c. But if an excluded cause of loss that is listed in B.3.a through B.3.c results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

...

c. Negligent Work

Faulty, inadequate or defective:

- (1) Planning, zoning, development, surveying, siting;
- (2) Design, specifications, workmanship, work methods, repair, construction, renovation, remodeling, grading, compaction, failure to protect the property;
- (3) Materials used in repair, construction, renovation or remodeling; or
- (4) Maintenance;

of part or all of any property on or off the described premises.

8. Plaintiff's claim is encompassed by Section E. Property Loss Conditions, which states as follows:

5. Loss Payment

In the event of loss or damage covered by this policy:

a. At our option, we will either:

- (1) Pay the value of lost or damaged property as described in e. below;
- (2) Pay the cost of repairing or replacing the lost or damaged property;
- (3) Take all or any part of the property at an agreed or appraised value; or
- (4) Repair, rebuild or replace the property with other property of like kind and quality, subject to b. below.

...

d. We will not pay you more than your financial interest in the Covered Property.

...

9. Defendant breached no duty or obligation which may have been owed by it to Plaintiff under the terms and provisions of its insurance policy.

10. Plaintiff has failed to meet or comply with the applicable terms of the insurance policy issued by AMCO Insurance Company such that AMCO Insurance

Company is not liable or legally obligated to make any payment under the circumstances alleged in the Complaint.

11. AMCO Insurance Company complied with the terms of its contract with Plaintiff.

12. Plaintiff failed to give AMCO Insurance Company prompt notice of the loss or damage, including a description of the property involved.

13. Plaintiff failed to give AMCO Insurance Company a description of how, when and where the loss or damage occurred as soon as possible.

14. Plaintiff failed to state a claim upon which relief may be granted.

15. Plaintiff's claimed damages are excessive.

16. AMCO Insurance Company reserves the right to supplement its New Matter based on information developed in the course of discovery.

WHEREFORE, Defendant, AMCO Insurance Company, respectfully requests that the Court enters Judgment in its favor and against Plaintiff.

SWARTZ CAMPBELL LLC

s/William T. Salzer
William T. Salzer, Esquire
Max A. Greer, Esquire
Attorneys for Defendant,
AMCO Insurance Company

VERIFICATION

I, Carrie Taylor, hereby state that the facts above set forth in the Answer with New Matter to the Complaint are true and correct to the best of my knowledge, information, and belief, and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S.A. § 4904 relating to unsworn falsification to authorities.

BY: carrie taylor
Carrie Taylor
AMCO Insurance Company

Dated: February 11, 2020

SWARTZ CAMPBELL LLC

BY: William T. Salzer, Esquire
Max A. Greer, Esquire
Identification No. 42657/324776
One Liberty Place - 38th Floor
1650 Market Street
Philadelphia, PA 19103
(215) 564-5190
wsalzer@swartzcampbell.com
mgreer@swartzcampbell.com

Attorneys for Defendant,
AMCO Insurance Company

COSTALAS FAMILY LIMITED
PARTNERSHIP,

Plaintiff

vs.

AMCO INSURANCE COMPANY,

Defendant.

COURT OF COMMON PLEAS

PHILADELPHIA COUNTY

NOVEMBER TERM, 2019

NO. 02942

CERTIFICATE OF SERVICE

William T. Salzer, hereby certifies that a true and correct copy of the attached Answer to the Complaint with New Matter was served upon all interested parties, listed below, either electronically and/or by United States Mail, first class, postage prepaid on February 11, 2020.

Joseph A. Zenstein, Esquire
Zenstein, Kovalsky & Buckalew, LLC
1240 Old York Road - Suite 101
Warminster, PA 18974
Attorney for Plaintiff

SWARTZ CAMPBELL LLC

s/William T. Salzer
William T. Salzer, Esquire

Max A. Greer, Esquire
Attorneys for Defendant,
AMCO Insurance Company

SWARTZ CAMPBELL LLC

BY: William T. Salzer, Esquire
Max A. Greer, Esquire
Identification No. 42657/324776
One Liberty Place - 38th Floor
1650 Market Street
Philadelphia, PA 19103
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wsalzer@swartzcampbell.com
mgreer@swartzcampbell.com

Attorneys for Defendant,
AMCO Insurance Company

COSTALAS FAMILY LIMITED
PARTNERSHIP,

Plaintiff

vs.

AMCO INSURANCE COMPANY,

Defendant.

COURT OF COMMON PLEAS

PHILADELPHIA COUNTY

NOVEMBER TERM, 2019

NO. 02942

JURY TRIAL DEMANDED

CERTIFICATION UNDER 204 PA. CODE SECTION 213.81

I certify that this filing complies with the provision of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing of confidential information and documents differently than non-confidential information and documents.

SWARTZ CAMPBELL LLC

s/William T. Salzer
William T. Salzer, Esquire
Max A. Greer, Esquire
Attorneys for Defendant,
AMCO Insurance Company

EXHIBIT D

SWARTZ CAMPBELL LLC

BY: William T. Salzer, Esquire

Identification No. 42657

One Liberty Place - 38th Floor

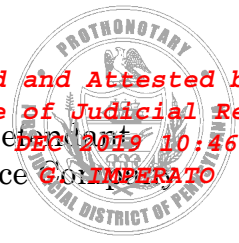
1650 Market Street

Philadelphia, PA 19103

(215) 564-5190

wsalzer@swartzcampbell.com

*Filed and Attested by the
Office of Judicial Records
19 DEC 2019 10:46 am
AMCO Insurance Company
GOVERNMENT*



COSTALAS FAMILY LIMITED
PARTNERSHIP,

Plaintiff

vs.

AMCO INSURANCE COMPANY,

Defendant.

COURT OF COMMON PLEAS

PHILADELPHIA COUNTY

NOVEMBER TERM, 2019

NO. 02942

ENTRY OF APPEARANCE

TO THE PROTHONOTARY:

Kindly enter our appearance on behalf of Defendant, AMCO Insurance Company, with regard to the above matter.

SWARTZ CAMPBELL LLC

s/William T. Salzer

William T. Salzer

Attorneys for Defendant,

AMCO Insurance Company

SWARTZ CAMPBELL LLC

BY: William T. Salzer, Esquire
Identification No. 42657
One Liberty Place - 38th Floor
1650 Market Street
Philadelphia, PA 19103
(215) 564-5190
wsalzer@swartzcampbell.com

Attorneys for Defendant,
AMCO Insurance Company

COSTALAS FAMILY LIMITED
PARTNERSHIP,

Plaintiff

vs.

AMCO INSURANCE COMPANY,

Defendant.

COURT OF COMMON PLEAS

PHILADELPHIA COUNTY

NOVEMBER TERM, 2019

NO. 02942

. CERTIFICATE OF SERVICE

William T. Salzer, hereby certifies that a true and correct copy of the attached Entry of Appearance was served upon all interested parties, listed below, either electronically and/or by United States Mail, first class, postage prepaid on December 13, 2019.

Joseph A. Zenstein, Esquire
Zenstein, Kovalsky & Buckalew, LLC
1240 Old York Road - Suite 101
Warminster, PA 18974
Attorney for Plaintiff

SWARTZ CAMPBELL LLC

s/William T. Salzer
William T. Salzer
Attorneys for Defendant,
AMCO Insurance Company

SWARTZ CAMPBELL LLC

BY: William T. Salzer, Esquire
Identification No. 42657
One Liberty Place - 38th Floor
1650 Market Street
Philadelphia, PA 19103
(215) 564-5190
wsalzer@swartzcampbell.com

*Filed and Attested by the
Office of Judicial Records
10 JAN 2020 11:18 am
M. RUSSO*
Attorneys for Defendant,
AMCO Insurance Company

COSTALAS FAMILY LIMITED
PARTNERSHIP,

Plaintiff

vs.

AMCO INSURANCE COMPANY,

Defendant.

COURT OF COMMON PLEAS

PHILADELPHIA COUNTY

NOVEMBER TERM, 2019

NO. 02942

PRAECIPE TO FILE COMPLAINT

TO THE OFFICE OF JUDICIAL RECORDS:

Please enter a Rule upon Plaintiff to file a Complaint within twenty (20) days
hereof or suffer the entry of a Judgment of Non Pros.

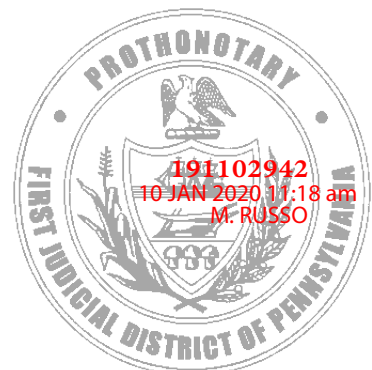
SWARTZ CAMPBELL LLC

s/William T. Salzer
William T. Salzer
Attorneys for Defendant,
AMCO Insurance Company

RULE TO FILE COMPLAINT

AND NOW, this _____ day of _____, 2020, a Rule is hereby granted upon Plaintiff to file a Complaint herein within twenty (20) days after service hereof or suffer the entry of Judgment of Non Pros.

Office of Prothonotary



SWARTZ CAMPBELL LLC

BY: William T. Salzer, Esquire
Identification No. 42657
One Liberty Place - 38th Floor
1650 Market Street
Philadelphia, PA 19103
(215) 564-5190
wsalzer@swartzcampbell.com

Attorneys for Defendant,
AMCO Insurance Company

COSTALAS FAMILY LIMITED
PARTNERSHIP,

Plaintiff

vs.

AMCO INSURANCE COMPANY,

Defendant.

COURT OF COMMON PLEAS

PHILADELPHIA COUNTY

NOVEMBER TERM, 2019

NO. 02942

. CERTIFICATE OF SERVICE

William T. Salzer, hereby certifies that a true and correct copy of the attached Praeceptum for Rule to File Complaint was served upon all interested parties, listed below, either electronically and/or by United States Mail, first class, postage prepaid on January 10, 2020.

Joseph A. Zenstein, Esquire
Zenstein, Kovalsky & Buckalew, LLC
1240 Old York Road - Suite 101
Warminster, PA 18974
Attorney for Plaintiff

SWARTZ CAMPBELL LLC

s/William T. Salzer
William T. Salzer
Attorneys for Defendant,
AMCO Insurance Company

EXHIBIT E

Estimate**Claim No. 849180GI**

File No. 0074	Policy No. ACP BPO 7174742385	Date of Loss 03/22/2019	Report First	Report Date 04/15/2019	Adjuster Mike Shelly
Insured Costalas Family Partnership	Address 2628 West Chester Pike Broomall, PA 19008	Office	Home	Email	
Loss Address	2628 West Chester Pike Broomall, PA 19008				
Contact	Address			Email	
Claimant	Address			Email	
Contractor	Address			Email	

Building**Main roof**

Roof Area 89.78 SQ 8977.54 SF Perimeter 0 FT

Rectangular slope-1 Length 94.60 FT, Width 94.90 FT, Qty of Slopes 1

Operation	Qty	Unit	Description	Cost	RC	DEP	ACV
Remove	89.78	SQ	Modified bitumen roofing, 150 mil, loose laid and ballasted with stone	112.27	10,079.60	0.00*	10,079.60
Replace	89.78	SQ	Modified bitumen roofing, 150 mil, loose laid and ballasted with stone	227.84	20,455.47	0.00*	20,455.47
Main roof Totals:					30,535.07	0.00	30,535.07

Area 1

Floor 409.7 SY Wall 4025.85 SF Ceiling 3687.33 SF Floor Perim. 385.83 FT Ceiling Perim. 385.83 FT

Room-standard-1 Length 70.17 FT, Width 50.00 FT, Height 11.92 FT

Room-standard-2 Length 24.00 FT, Width 0.00 FT, Height 0.00 FT

Room-standard-3 Length 4.00 FT, Width 44.75 FT, Height 11.92 FT

Operation	Qty	Unit	Description	Cost	RC	DEP	ACV
Remove	3687.33	SF	Ceiling tiles on flat ceiling, 1/2", textured face	0.88	3,244.85	0.00*	3,244.85
Replace	3797.95	SF	Ceiling tiles on flat ceiling, 1/2", textured face	3.75	14,242.31	0.00*	14,242.31
Rem & Reinstall	8	EA	Ceiling fan, standard grade	206.98	1,655.84	0.00*	1,655.84
Rem & Reinstall	186	EA	Fluorescent fixture for suspended ceiling, 2' by 4' drop-in four-tube	138.86	25,827.96	0.00*	25,827.96
Rem & Reinstall	6	EA	Heat register, Standard	13.76	82.56	0.00*	82.56
Paint	4025.85	SF	Drywall or Plaster, 2 coats	1.61	6,481.62	0.00*	6,481.62
Rem & Reinstall	1		Television, standard grade	55.64	55.64	0.00*	55.64
Replace	3687.33	SF	Tile floor, Vinyl, standard grade	4.26	15,708.03	0.00*	15,708.03
Remove	3687.33		Asbestos removal, subcontract, Tile Floor in containment structure, Asbestos hazard minimum	8.36	30,826.08	0.00*	30,826.08
Mask	8	hr	Move and cover room contents, average	87.84	702.72	0.00*	702.72
Area 1 Totals:					98,827.61	0.00	98,827.61

Front area

Floor 188.83 SY Wall 2226.43 SF Ceiling 1699.5 SF Floor Perim. 186.83 FT Ceiling Perim. 186.83 FT

Room-standard-1 Length 68.67 FT, Width 24.75 FT, Height 11.92 FT

Operation	Qty	Unit	Description	Cost	RC	DEP	ACV
Replace	1699.5	SF	Tile floor, Vinyl, standard grade	4.26	7,239.87	0.00*	7,239.87
Remove	1699.5		Asbestos removal, subcontract, Tile Floor in containment structure, Asbestos hazard minimum	8.36	14,207.82	0.00*	14,207.82

Estimate**Claim No. 849180GI**

File No. 0074	Policy No. ACP BPO 7174742385	Date of Loss 03/22/2019	Report First	Report Date 04/15/2019	Adjuster Mike Shelly	
Mask	2 hr	Move and cover room contents, average	87.84	175.68	0.00*	175.68
Front area Totals:				21,623.37	0.00	21,623.37
		RC	R DEP	NR DEP	ACV	
	Subtotal	150,986.05	0.00	0.00	150,986.05	
	Overhead	15,098.61	0.00	0.00	15,098.61	
	Profit	15,098.61	0.00	0.00	15,098.61	
Building Loss:		181,183.27	0.00	0.00	181,183.27	